

06-1634-CD
NBOC Bank vs Denise K. Parada et al

2006-1634-CD

NBOC Bank et al vs Dennis Parada et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

NBOC BANK, now FIRST
COMMONWEALTH BANK, : NO. 06 - 1634 C.D.
Plaintiff, : Type of Case: MORTGAGE
vs. : FORECLOSURE
: Type of Pleading: COMPLAINT
DENNIS K. PARADA and : Filed on Behalf of: PLAINTIFF
ROSE ANN PARADA, : Counsel of Record:
Defendants. : CHRISTOPHER E. MOHNEY, ESQUIRE
: SUPREME COURT NO.: 63494
: 25 EAST PARK AVENUE
: SUITE 6
: DUBOIS, PA 15801
: (814) 375-1044

FILED *Affid. 85.00*
09/30/2006 11:44 AM
OCT 06 2006
MCC Shff
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

NBOC BANK, now FIRST COMMONWEALTH BANK,	:	NO. 06 -	C.D.
Plaintiff,	:	Type of Case: MORTGAGE FORECLOSURE	
vs.	:		
DENNIS K. PARADA and ROSE ANN PARADA,	:		
Defendants.	:		

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIM SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
1 NORTH SECOND STREET
CLEARFIELD, PA 16830
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

NBOC BANK, now FIRST COMMONWEALTH BANK,	:	NO. 06 - C.D.
	:	
Plaintiff,	:	Type of Case: MORTGAGE FORECLOSURE
	:	
vs.	:	
	:	
DENNIS K. PARADA and ROSE ANN PARADA,	:	
	:	
Defendants.	:	

COMPLAINT

AND NOW, comes the Plaintiff, **NBOC BANK, now FIRST COMMONWEALTH BANK**, who files the following Complaint in Mortgage Foreclosure and in support thereof, the following is averred:

1. Plaintiff **NBOC BANK, now known as FIRST COMMONWEALTH BANK**, is a Pennsylvania banking corporation, with a branch office place of business at 2 East Long Avenue, P.O. Box 607A, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant **DENNIS K. PARADA** is an adult individual with a last known address at 109 ½ High Street, Clearfield, Clearfield County, Pennsylvania 16833.
3. Defendant **ROSE ANN PARADA** is an adult individual with a last known address at 109 ½ High Street, Clearfield, Clearfield County, Pennsylvania 16833.
4. Defendants are the mortgagors and real owners of the premises hereinafter described.
5. On April 24, 1996, Defendants executed and delivered to Plaintiff an Open-End Mortgage upon the premises hereinafter described, which Open-End Mortgage was recorded on April 29, 1996, in Clearfield County Deed and Record Book Volume 1753, page 369. True and

correct copy of the Open-End Mortgage is attached hereto as Exhibit "A", and is incorporated herein by reference.

6. Said Open-End Mortgage has not been assigned.

7. The said Open-End Mortgage was in the principal amount of Twenty Thousand Dollars (\$20,000.00), with interest thereon at 9.00% (variable rate) per annum, payable as to the principal and interest in variable monthly payments depending on the existing balance. Said Open-End Mortgage is incorporated herein by reference.

8. The premises subject to the Open-End Mortgage is the property located at 109 ½ High Street, Clearfield, Clearfield County, Pennsylvania, and is described on Exhibit "B" attached hereto and made a part hereof.

9. The Mortgage is in default because payments of principal, interest due May 20, 2006, and monthly thereafter, are due and have not been paid in full, whereby the whole balance of principal and all interest thereon have become due and payable forthwith, together with late charges, escrow deficit (if any), and costs of collection.

10. The following amounts are due on the Open-End Mortgage:

Balance of Principal: \$ 8,915.96

Accrued but unpaid interest through
09/01/06 at 9.00% per annum (\$2.19
per diem): \$ 257.16

TOTAL: \$ 9,173.12

PLUS, the following amounts accruing after 09/01/06;

Interest at the rate of 9.00% (variable rate) per annum (\$2.19 per diem);

Late Charges from 09/01/06 forward; reasonable attorney's fees and costs.

11. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 were mailed to the Defendants on April 28, 2006, by certified mail, return receipt requested and by regular first class mail, postage prepaid. True and correct copies of said Notices and copies of return receipts are attached hereto as Exhibits "C" and "D", respectively, and are incorporated herein by reference.

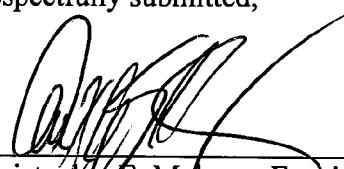
12. More than thirty (30) days have elapsed since the Notice of Homeowner's Emergency Mortgage Assistance was mailed to the Defendants and the Defendants have not requested a face to face meeting with the Plaintiff, nor has Plaintiff received notice that the Defendants have requested such a meeting with a consumer credit counseling agency or applied for assistance under the Act.

WHEREFORE, Plaintiff demands judgment against the defendants for foreclosure and sale of the mortgaged premises in the amounts due as set forth in paragraph 10, namely, the principal balance amount of \$9,173.12, plus the following amounts accruing after September 1, 2006, to the date of judgment:

- a) Interest of \$2.19 per day;
- b) Late charges from 09/01/06 forward; and
- c) Reasonable attorney's fees and costs of suit.

Respectfully submitted,

BY:


Christopher E. McHenry, Esquire
Attorney for the Plaintiff
25 East Park Avenue, Suite 6
DuBois, PA 15801
(814) 375-1044

VERIFICATION

I, SUSAN STITELER, Assistant Vice President of NBOC BANK, now FIRST COMMONWEALTH BANK, being duly authorized to make this verification, have read the foregoing Complaint. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.


Susan Stiteler
Susan Stiteler

NOTICE

This is an Advance Money Mortgage securing an Open-End Line of Credit on which Borrower may obtain loans ~~from time to time~~, even after an existing balance is paid in full. Any request by Borrower, or by anyone on Borrower's behalf, that the Account be terminated prior to its maturity date, if any, must be in writing and signed by all Borrowers.

Vol 1753, PAGE 371

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER OTHER MORTGAGES

Owner and Lender request the holder of any mortgage or other encumbrance on the Property to notify Lender, at the address set forth below, of any default, sale or foreclosure action that pertains to the Property or Lender's interest therein.

I hereby certify that the precise address of the Lender (Mortgagee) is: NBOC BANK

PO Box 400, Indiana, PA 15701

On behalf of Lender

By: David R. Bullock

Title:

Atty. for Mortgagee

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF Clearfield:

On this, the 24th day of April, 19 96, before me, Donna L. Maynard, the undersigned officer, personally appeared Dennis K. Parady & Rose Ann Parady, known to me (or satisfactorily proven) to be the person(s) whose name(s) GRE they subscribed as Owner to the within instrument, and acknowledged that they executed the same for the purposes herein contained and desired it to be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal. My Commission Expires: 12-21-98

Donna L. Maynard
Title of Officer

NOTARIAL SEAL:
DONNA L. MAYNARD, Notary Public
Lawrence Township, Clearfield County, PA
My Commission Expires, December 21, 1998

I hereby CERTIFY that this document is recorded in the Recorder's Office of Clearfield County, Pennsylvania.



Karen J. Starck

Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 10:35 A.M. 4-29-96
BY NBOC BC
FEES 13.50
Karen L. Starck, Recorder

Loan No.

PENNSYLVANIA

COMMONWEALTH

OF

Open-End Mortgage

TO

COMMONWEALTH
OF PENNSYLVANIA

COUNTY OF

Recorded on this

of A.D. 19,

day

in

the Recorder's Office of Said County, in Mortgage

Book, Vol.

Page

Given under my hand and seal of the said office,

the day and year aforesaid.

Recorder

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: February 20, 2006 thru April 20, 2006 totaling \$423.52

Other charges (explain/itemize): Late fees of \$0.00

TOTAL AMOUNT PAST DUE: \$423.52

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$423.52, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

FIRST COMMONWEALTH BANK
PO BOX 400, FCP-LOWER LEVEL
INDIANA PA 15701

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable.)

IF YOU DO NOT CURE THE DEFAULT – If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON – The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

OTHER LENDER REMEDIES – The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE – If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately three (3) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: First Commonwealth Bank

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Ray Clawson

EFFECT OF SHERIFF'S SALE -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE -- You may or may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary)

CLEARFIELD COUNTY

**Keystone Economic Development
Corporation**
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX # (814) 539-1683

**Indiana County Community
Action Program**
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX # (724) 465-5118

**Consumer Credit Counseling Service
of Western Pennsylvania, Inc.**
500-02 3rd Avenue
P.O. Box 278
Duncansville, PA 16635
(814) 696-3546

Date: April 28, 2006

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE 'EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Rose Ann Parada

PROPERTY ADDRESS: 109 1/2 High St., Clearfield, PA 16830

LOAN ACCT. NO.: 169999890

ORIGINAL LENDER: NBOC

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS.** **IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE.** THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW **TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender **immediately** of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at: 109 1/2 High St., Clearfield, PA 16830

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: February 20, 2006 thru April 20, 2006 totaling \$423.52

Other charges (explain/itemize): Late fees of \$0.00

TOTAL AMOUNT PAST DUE: \$423.52

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$423.52, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

FIRST COMMONWEALTH BANK
PO BOX 400, FCP-LOWER LEVEL
INDIANA PA 15701

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IF THE MORTGAGE IS FORECLOSED UPON – The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES – The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE – If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately three (3) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: First Commonwealth Bank

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Ray Clawson

EFFECT OF SHERIFF'S SALE -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

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YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Dennis K. Parada
109 1/2 High St.
Clearfield PA 16830

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Dennis K. Parada*

Agent
 Addressee

B. Received by (Printed Name)

D. K. Parada

Date of Delivery
02/01/2005

C. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee) Yes2. Article Number
(Transfer from service label)

7005 1820 0002 3983 1540

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only. No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

Parada Dennis K. Parada US

Postage	\$.63
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.55
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.58

Postmark
Here

Sent To

Dennis K. Parada

Street, Apt. No.;

or PO Box No.

City, State, ZIP+4

109 1/2 High St.

Clearfield PA 16830

PS Form 3811, 2004

See reverse for instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Rose Ann Parada
109 1/2 High St.
Clearfield PA 16830

2. Article Number
(Transfer from service label)

7005 1820 0002 3983 1533

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Rose Parada

Agent
 Addressee

B. Received by (Printed Name)

N P

C. Date of Delivery
4/17/02 10:00

D. Is delivery address different from item 1?

 YesIf YES, enter delivery address below: No

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only. No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

Parada, Rose Ann
109 1/2 High St.
Clearfield PA 16830

Postage	\$ 1.63
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.55
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.68

Postmark
Here

Sent To
Street, Apt. No.,
or PO Box No.
City, State, ZIP+4
7005 1820 0002 3983 1533

PS Form 3811, June 2002
See Reverse for Instructions

EXHIBIT

"D"

VOL 1753 PAGE 370

A Home Equity Line of Credit \$20,000.00 between Dennis K. Parada and Rose Ann Parada and NBOC BANK.

ALL that certain lot or parcel of land formerly situate In the Fourth Ward of the Borcugh of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point or iron pipe on High Street, common corner of this lot and lot of C. Milford Hubler and Alice B. Hubler; thence South along High Street a distance of fifty (50) feet or more to a point or iron pipe, being the common corner of this lot and other lands, formerly of J. A. Moore and E. A. Moore; thence West along other lands, formerly of J. A. Moore and E. A. Moore, a distance, as it exists, to a point or iron pipe on Clark Street; thence North, along Clark Street, a distance of fifty 150) feet or more to a point and common corner of this lot and lot formerly owned by Wesley A. Middleton, now owned by Ray A. Collar and Fay I. Collar, his wife; thence East along Collar and Hubler lots, a distance, as it exists, to the point or iron pipe on High Street and place of beginning.

Subject to prior reservations and exceptions of record.

Being the same premises title to which became vested in Dennis K. Parada and Rose Ann Parada by deed of Dennis K. Parada, and recorded September 3, 1985 in Clearfield County, Deed Book Volume 1035, Page 353.

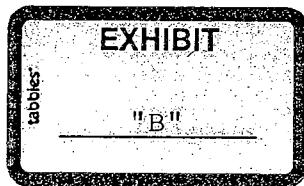
PROPERTY DESCRIPTION FOR
DENNIS K. PARADA and ROSE ANN PARADA

ALL that certain lot or parcel of land formerly situate in the Fourth Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point or iron pipe on High Street, common corner of this lot and lot of C. Milford Hubler and Alice B. Hubler; thence South along High Street a distance of fifty (50) feet or more to a point or iron pipe, being the common corner of this lot and other lands, formerly of J. A. Moore and E. A. Moore; thence West along other lands, formerly of J. A. Moore and E. A. Moore, a distance, as it exists, to a point or iron pipe on Clark Street; thence North, along Clark Street, a distance of fifty (50) feet or more to a point and common corner of this lot and lot formerly owned by Wesley A. Middleton, now owned by Ray A. Collar and Fay I. Collar, his wife; thence East along Collar and Hubler lots, a distance, as it exists, to the point or iron pipe on High Street and place of beginning.

Subject to prior reservations and exceptions of record.

BEING the same premises which became vested in Dennis K. Parada and Rose Ann Parada by Deed dated September 3, 1985, and recorded on September 4, 1985, in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Vol. 1035, page 353.



Date: April 28, 2006

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose.
Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Dennis K. Parada

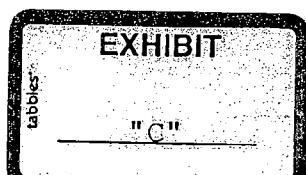
PROPERTY ADDRESS: 109 1/2 High St., Clearfield, PA 16830

LOAN ACCT. NO.: 169999890

ORIGINAL LENDER: NBOC

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM
YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM
FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS



IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS.** **IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE.** THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at: 109 1/2 High St., Clearfield, PA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

NBOC BANK, now FIRST
COMMONWEALTH BANK, : NO. 06 - 1634 - C.D.
Plaintiff, : Type of Case: MORTGAGE
vs. : FORECLOSURE
DENNIS K. PARADA and : Type of Pleading: PRAECIPE TO
ROSE ANN PARADA, : SETTLE, DISCONTINUE AND END
Defendants. : Filed on Behalf of: PLAINTIFF
: Counsel of Record:
: CHRISTOPHER E. MOHNEY, ESQUIRE
: SUPREME COURT NO.: 63494
: 25 EAST PARK AVENUE
: SUITE 6
: DUBOIS, PA 15801
: (814) 375-1044

FILED NO CC
9/4/06 am Cert of
NOV 13 2006 disc issued
to Atty
William A. Shaw
Mohney
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

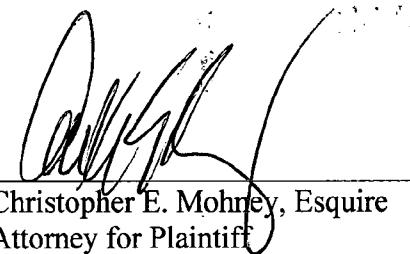
NBOC BANK, now FIRST
COMMONWEALTH BANK, : NO. 06 - 1634 - C.D.
Plaintiff, : Type of Case: MORTGAGE
vs. : FORECLOSURE
DENNIS K. PARADA and
ROSE ANN PARADA, :
Defendants. :
:

PRAECIPE TO SETTLE, DISCONTINUE AND END

TO: WILLIAM A. SHAW, PROTHONOTARY

Kindly mark the above captioned case settled, discontinued and ended.

By:


Christopher E. Mohney, Esquire
Attorney for Plaintiff

CHRISTOPHER E. MOHNEY

ATTORNEY AT LAW

25 EAST PARK AVENUE

SUITE 6

DUBOIS, PA 15801

TELEPHONE: (814) 375-1044

FACSIMILE: (814) 375-1088

November 8, 2006

William A. Shaw, Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Re: NBOC Bank, now First Commonwealth Bank v. Dennis K. Parada, et. ux.
No. 06-1634-C.D.

Dear Mr. Shaw:

Please file the enclosed praecipe to the above-captioned case.

Thank you.

Sincerely,

Christopher E. Mohney

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

NBOC Bank
First Commonwealth Bank

Vs.

No. 2006-01634-CD

Dennis K. Parada
Rose Ann Parada

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on November 13, 2006, marked:

Settled, discontinued and ended.

Record costs in the sum of \$85.00 have been paid in full by NBOC Bank.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 13th day of November A.D. 2006.



William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102011
NO: 06-1634-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NBOC BAN now FIRST COMMONWEALTH BANK
vs.
DEFENDANT: DENNIS K. PARADA and ROSE ANN PARADA

SHERIFF RETURN

NOW, October 16, 2006 AT 3:05 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DENNIS K. PARADA DEFENDANT AT 109 1/2 HIGH ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ROSE ANN PARADA, MOTHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

FILED
01/11/14
JAN 23 2007
WMA

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102011
NO: 06-1634-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NBOC BAN now FIRST COMMONWEALTH BANK
vs.
DEFENDANT: DENNIS K. PARADA and ROSE ANN PARADA

SHERIFF RETURN

NOW, October 16, 2006 AT 3:05 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DENNIS K. PARADA DEFENDANT AT 109 1/2 HIGH ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ROSE ANN PARADA, MOTHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

FILED
01/15/2007
JAN 23 2007
WAS

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102011
NO: 06-1634-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NBOC BAN now FIRST COMMONWEALTH BANK
vs.
DEFENDANT: DENNIS K. PARADA and ROSE ANN PARADA

SHERIFF RETURN

NOW, October 16, 2006 AT 3:05 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROSE ANN PARADA DEFENDANT AT 109 1/2 HIGH ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ROSE ANN PARADA, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102011
NO: 06-1634-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NBOC BAN now FIRST COMMONWEALTH BANK
vs.

DEFENDANT: DENNIS K. PARADA and ROSE ANN PARADA

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	FIRST COMM.	147214	20.00
SHERIFF HAWKINS	FIRST COMM.	147214	26.39

Sworn to Before Me This

So Answers,

____ Day of _____ 2007


Chester A. Hawkins
Sheriff